Registered No M—1175.

The Mysore Gazette.

Vol. 56 | PUBLISHED BY AUTHORITY. No. 8.

BANGALORE, THURSDAY, FEBRUARY 19, 1931.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

HASSAN DISTRICT.

Abstract Notification, dated 28th January 1931.

The attention of the public is invited to the detailed notification of date, published on pages 139 to 140, Part VI of the *Mysore Gazette*, dated the 5th February 1931, regarding the sale of 4,000 maunds of Arsikere gallnut at Arsikere on the 28th February 1931.

MOHAMED PIR,
District Forest Officer.

BHADRAVATI DIVISION.

Tender Notification dated 9th February 1931.

Sealed tenders will be received at the Office of the District Forest Officer, Bhadravati Division, Bhadravati, up to 4 P.M., on the 9th March 1931, for the right of collection and removal of big and small bamboos in the undermentioned State Forests of the Division for the calendar year 1931 :—

Name of Sub-Division	Name of range	Name of Forest	Description of Block	Minimum quantity to be purchased		Place of sale	Remarks
				Big bamboos	Small bamboos		
Narasimharajapura Sub-Division	Umblebyle ..	Umblebyle ..	....	....	6,000	District Forest Office, Bhadravati.	Except Canes all other bamboos are included.
		Chennedehalli ..	....	4,000	9,000		
		Kalanahosalli ..	....	....	15,000		
		Kalkhan ..	....	....	20,000		
	Narasimharaja-pura.	Aramballi ..	....	2,000	15,000		
			Total ..	6,000	65,000		

N.B.—It should be clearly understood that the contractor should make his own arrangements for the removal of bamboos, etc.

2. The tender should be superscribed "Tender for the right of collection and removal of bamboos." The rates should be per one thousand written distinctly in words as well as in figures.

3. Each tender should be accompanied with the solvency certificate and the earnest deposit of Rs. 50 in currency notes which will be returned in the case of unsuccessful tenders.

4. The acceptance of tender rests with the Conservator of Forests or the District Forest Officer as the case may be who reserves to himself the power of accepting or rejecting any tender without assigning any reason therefor.

5. Within fifteen days from the date of receipt of the intimation regarding the acceptance of the tender, the tenderer whose tender is accepted shall pay up the full lease amount together with the local cess at Re. 0-1-0, railway cess at Re. 0-0-3 in the case of Shimoga District and 0-0-6 in the case of Kadur District and Education cess at Rs. 0-0-6 (per rupee) on the entire lease amount and also deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each block as security towards the due fulfilment of the conditions of the contract and shall execute an agreement on a stamped paper of proper value accepting the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked departmentally at the risk of the defaulter. He will be liable for the loss if any that may result by such resale or departmental working which will be recoverable from him as an arrear of Land Revenue but he shall not participate in any gain. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract after the period of contract is over.

Interest at 9 per cent per annum will be charged on all arrears of lease amount to be paid after the due date before resale.

The following are the further conditions to which the contractor should bind himself:—

CONDITIONS.

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him, except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after the 31st December 1931.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed with the lease period he shall pay for the excess quantity at tender rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the Forests.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (5) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

C. H. EAGLES,
District Forest Officer.